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8 UNITED STATES DISTRICT COURT
9 WESTERN DISTRICT OF WASHINGTON
10 AT SEATTLE

11 THE HARTFORD LIFE AND ACCIDENT
12 INSURANCE COMPANY,

13 Plaintiff,

14 v.

15 TERESA KAY LEWIS and DARRIN LEE
16 BOWMAN,

17 Defendants.

18 No.:

19 COMPLAINT IN INTERPLEADER

20 Pursuant to FRCP 22

21 The Hartford Life and Accident Insurance Company ("Hartford") alleges as follows:

22 I. PARTIES

23 1. Hartford is a Connecticut corporation, with its principal place of business in
24 Hartford, Connecticut.

25 2. On information and belief, Defendant Theresa Kay Lewis is a resident of
26 Seattle, Washington in King County. Defendant Lewis is the surviving spouse of Chester O.
27 Bowman, Jr., deceased.

28 3. On information and belief, Defendant Darrin Lee Bowman is a resident of
29 King County, Washington. Defendant Bowman is the son of Chester Bowman.

II. JURISDICTION AND VENUE

4. Federal subject matter jurisdiction exists in this case by virtue of 28 U.S.C. § 1332 (Diversity) insofar as plaintiff and defendants are of diverse citizenship and the amount in controversy exceeds \$75,000.

5. Venue is proper in the Federal District for the Western District of Washington in Seattle, pursuant to 28 U.S.C. § 1391(b), as the defendants may be found in the district.

III. FACTS

6. On May 10, 1993, Chester Bowman enrolled in Accidental Death and Dismemberment Insurance ("AD&D policy") as a member of Waterfront Federal Credit Union. Chester Bowman named his son, Defendant Bowman, the beneficiary. A copy of the beneficiary designation is attached hereto as Exhibit A.

7. The AD&D policy is underwritten by Hartford and has payable benefits of \$1,000 in basic coverage, \$100,000 in additional coverage, and \$25,250 in anti-inflation coverage.

9. On information and belief, on March 14, 1995, Chester Bowman and Defendant Lewis executed an Agreement Regarding Status of Property (“community property agreement”). Sometime thereafter, Chester Bowman and Defendant Lewis were married. Chester Bowman and Defendant Lewis were still married on May 10, 2007.

10. On May 10, 2007, Chester Bowman died in a motorcycle accident. Chester Bowman died intestate.

11. On approximately June 14, 2007, Defendant Lewis submitted a claim to the proceeds of the AD&D policy.

12. Because Defendant Bowman was the named beneficiary of the policy at the time of Chester Bowman's death, Hartford did not pay the proceeds of the AD&D policy immediately to Defendant Lewis.

1 13. Hartford has written to Defendant Bowman concerning his status as named
2 beneficiary, but has not received any response from him.

3 14. On October 4, 2007, Attorney Barbara A. West sent a letter of representation
4 on behalf of Defendant Lewis to Hartford. Along with the letter of representation, Ms. West
5 included a copy of Chester Bowman's death certificate, the community property agreement,
6 and an affidavit from Defendant Lewis regarding the community property agreement. In the
7 letter, Ms. West demanded that the full amount of the AD&D policy be paid to Defendant
8 Lewis.

9 15. Hartford advised Defendant Lewis and her attorneys that Hartford had a valid
10 beneficiary designation on file designating someone other than Defendant Lewis as the
11 AD&D policy's beneficiary.

12 16. On January 23, 2008, Attorney Jesse Rodman sent another letter of
13 representation on behalf of Defendant Lewis in which he directed Hartford to withhold
14 payment of the funds to Defendant Bowman until the matter was resolved.

15 17. A conflict has arisen between Defendants Lewis and Bowman over the
16 \$126,250 proceeds of the AD&D policy.

17 18. Defendant Bowman is named as the beneficiary on the AD&D policy.
18 However, Defendant Lewis believes she is entitled to the proceeds by virtue of the
19 community property agreement and Washington law.

20 19. Because of the conflicting claims to the proceeds of the AD&D policy, and the
21 lack of clarity in Washington law, Hartford is unable to ascertain the respective rights of the
22 parties. Hartford cannot determine, without hazard to itself, which party is entitled to be
23 paid.

24 20. Hartford cannot pay over the proceeds due under the policy to either
25 Defendant Lewis or Defendant Bowman without taking upon itself the responsibility of
26 determining doubtful questions of law and fact, and without incurring the risk of being

subjected to multiple payments of the same indebtedness.

21. Hartford is a disinterested party and admits that payment is due under the AD&D policy. With leave of this Court, Hartford will deposit \$126,250 into the Registry of the Court and further abide by the judgments to be made and entered by this Court.

22. Hartford requests that its attorney fees, costs, and disbursements to be reimbursed upon an order that the proceeds be interplead.

IV. PRAYER FOR RELIEF

Hartford respectfully requests the following relief:

1. That this Court authorize Hartford to deposit into an interest-bearing account of the Clerk of this Court the amount of \$126,250 due under Chester Bowman AD&D policy, without interest;

2. That the Court enjoin Defendants from prosecuting any action against Hartford related to the proceeds;

3. That Defendants be required to make their claims to the fund before the Court;

4. That Hartford be dismissed with prejudice and discharged from further
y; and

5. That Hartford be awarded its costs and attorney fees in bringing this action.

DATED this 29th day of August, 2008.

BULLIVANT Houser Bailey PC

By /s/ Toni Y. Anders
Toni Y. Anders, WSBA #31238
E-Mail: toni.anders@bullivant.com

Attorneys for Plaintiff The Hartford Life and
Accident Insurance Company

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COMPL AINT IN INTERPLEADER
No.:

EXHIBIT A

AMERICAN HOME INSURANCE HOMEOWNERS INSURANCE AGREEMENT FORM						AMEX 16A SH-10 Waterfront Federal Credit Union	
\$11,000 BASIC COVERAGE PAID BY Waterfront Federal Credit Union <input checked="" type="checkbox"/> \$10,000 <input type="checkbox"/> \$20,000 <input type="checkbox"/> \$30,000 <input type="checkbox"/> \$40,000 <input type="checkbox"/> \$50,000 <input type="checkbox"/> \$200,000 <input type="checkbox"/> \$250,000						FAMILY PLAN (check one) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <small>(Available Only with Additional Premium)</small>	
<i>Donna Lee Bowman</i> <i>Solo</i>						000	TBDD SHAN U2 2000NNDDHD 9889999999
<input checked="" type="checkbox"/> I understand the beneficiary quarterly charges to my account will be deducted from my account balance if any.						CHESTER O BOWMAN 30445 188TH AVN BC KENT WA 98041-9241	
<input checked="" type="checkbox"/> ADDITIONAL COVERAGE I DO NOT want any additional premium deducted from my account.						10/93	

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